



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Marlboro Central School District and Paraprofessional Unit, United Public Service Employees Union (UPSEU), (2008) (MOA)**

Employer Name: **Marlboro Central School District**

Union: **Paraprofessional Unit, United Public Service Employees Union UPSEU)**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **5565**

Unit Size: **58**

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC | 5565

COLLECTIVE BARGAINING AGREEMENT

By and Between

MARLBORO CENTRAL SCHOOL DISTRICT
and



RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 14 2010

ADMINISTRATION

**UNITED PUBLIC SERVICE EMPLOYEES UNION
(PARAPROFESSIONAL UNIT)**

July 1, 2008 - June 30, 2012

*New

58

TABLE OF CONTENTS

I	AGREEMENT	1
II	PURPOSE	1
III	RECOGNITION	1
IV	TAYLOR LAW NOTICE	1
V	PAYROLL DEDUCTIONS	1
VI	UNION RIGHTS	2
VII	EMPLOYEE RIGHTS	2
VIII	PERSONNEL FILES	3
IX	DEFINITION OF EMPLOYMENT/EMPLOYMENT YEAR	3
X	DEFINITION OF WORKDAY	4
XI	SALARY NOTICE	4
XII	COMPENSATION	4
XIII	LONGEVITY SALARY CREDIT	6
XIV	HEALTH INSURANCE	6
XV	RETIREMENT	8
XVI	HOLIDAYS	8
XVII	PAID LEAVE	8
XVIII	UNPAID LEAVE	9
XIX	MILEAGE REIMBURSEMENT	10
XX	TUITION REIMBURSEMENT	10
XXI	EDUCATION DEGREE STIPEND	10
XXII	STAFF DEVELOPMENT AND PROFESSIONAL ADVANCEMENT	11
XXIII	PARAPROFESSIONAL OBSERVATION	11

XXIV	GRIEVANCE PROCEDURE	11
XXV	MISCELLANEOUS	13
XXVI	NEGOTIATION PROCEDURES	13
XXVII	ADMINISTERING FIRST AID TREATMENT TO STUDENTS	13
XXVIII	LABOR/MANAGEMENT COMMITTEE	14
XXIX	INTERVIEW COMMITTEE	14
XXX	DURATION OF AGREEMENT AND REOPENING	14
	APPENDIX "A" SALARY SCHEDULES	16
	APPENDIX "B" - SICK LEAVE BANK GUIDELINES	18

**MARLBORO CENTRAL SCHOOL DISTRICT
and
UNITED PUBLIC SERVICE EMPLOYEES UNION**

I AGREEMENT

This Agreement is made and entered into by and between the Marlboro Central School District, herein called the "District", and the United Public Service Employees Union (Paraprofessional Unit), herein called the "Union".

II PURPOSE

In order to effectuate the provisions of the Taylor Law, to encourage and increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this Agreement is made and entered into as of the 1st day of July, 2008, and expires on the 30th day of June, 2012, by and between the District and the Union.

III RECOGNITION

The District recognizes the Union as the exclusive bargaining representatives of the unit consisting of all Paraprofessionals including but not limited to Lunchroom/Recess Paraprofessional, Classroom Paraprofessional, Computer Paraprofessional and One-on-one Paraprofessional.

IV TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

V PAYROLL DEDUCTIONS

A. The District shall deduct from the wages of the employees and remit regular membership dues for all employees who have signed the appropriate authorization permitting such deduction. The District agrees to authorize deductions and remittance of such monies exclusively for the Union as the recognized bargaining agent for the employees in Article III.

B. The District agrees to deduct from the wages of all employees in the bargaining unit and who are not members of the Union, an agency

shop fee in the amount of the dues levied by the Union. Such sum shall be remitted to the Union.

- C. Deductions and membership dues and agency shop fees shall be made uniformly and consistently on each day of the month. Said funds shall be remitted to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779-3020
- D. The District shall not be liable by reasons of the requirements of this agreement for remittance or payment for any sum other than that constituting actual deductions made from wages earned by employees.
- E. The Union hereby agrees to indemnify the District and hold harmless the District regarding any claims and suits pertaining to any deductions as set forth in Section A and B above.

VI

UNION RIGHTS

- A. After school closing on school days, the Union shall be permitted to use designated areas in school buildings without cost for meetings of the membership, provided there is no interference with any scheduled school activities.
- B. There shall be bulletin board space in each school for the sole use of the Union.
- C. The Union may distribute materials dealing with proper and legitimate business of the Union through Paraprofessional's mailboxes.
- D. The names and addresses of Paraprofessionals will be available by October 1 of each year. A published staff directory will be available by October 15. A seniority list shall be furnished upon request.

VII

EMPLOYEE RIGHTS

A. VACANCIES

If a Paraprofessional position becomes vacant or a new position is created, the District agrees to give prior notice of the vacancy to the Union and post said vacancy conspicuously for a minimum of one (1) week. Prior notice will be sufficient to allow Paraprofessionals on staff to make first application. It is understood that the District will attempt to fill the vacancy from the current staff. The Union will receive copies of all vacancy notices contemporaneously. Seniority shall be a consideration in the assignment to fill vacancies and/or in reassignment of Paraprofessionals due to layoffs.

B. LAY-OFFS

In the event that the abolishment of a position is necessary, the reduction of the work force will be based upon the length of service in the District within job classification. Therefore, an employee with the least seniority shall be the first to be laid off, an employee with the most seniority shall be the last to be laid off.

In the event a full-time One-on-one Paraprofessional has a change, for any reason, in their child's status whereby the Paraprofessional is no longer assigned to said child, the affected Paraprofessional shall be assigned 1.) to a vacant full-time One-on-one position, 2.) to any other vacant full-time bargaining unit position or, 3.) in the event of no vacancies, the next open full-time position, if qualified, for a period of one (1) year. Part-time One-on-one Paraprofessionals will be treated equally.

C. TRANSFERS

In the event of a transfer of a Paraprofessional, the District shall notify the affected employee at least five (5) days prior to the transfer, where practical.

VIII PERSONNEL FILES

Upon the request of a Paraprofessional, he or she will be permitted to examine his or her personnel file, with the exception of confidential letters of reference. A Paraprofessional may request a Union representative to accompany him/her when examining the file. No material shall be placed in a Paraprofessional's file unless that employee has had an opportunity to read the material. The employee shall have the right to answer any material filed and his or her answer shall be attached to the file copy. When an employee requests time to examine his/her file, the Superintendent has a reasonable time to make the file available for examination. When an employee desires to answer any material filed, the written answer must be received by the Superintendent or his/her designee within five (5) working days after the material has been received by the employee.

IX DEFINITION OF EMPLOYMENT/EMPLOYMENT YEAR

- A. The work year schedule shall conform to the school calendar for all Paraprofessionals.
- B. A full-time Paraprofessional shall be defined as an employee who works thirty-five (35) hours or more per week inclusive of a daily thirty (30) minute duty free unpaid meal period.

- C. A part-time Classroom/Computer Paraprofessional shall be defined as an employee who works a maximum of thirty (30) hours per week; a part-time Recess/Lunchroom Paraprofessional shall be defined as an employee who works a maximum of twenty (20) hours per week hours per week.

X DEFINITION OF WORKDAY

- A. The workday for full-time Paraprofessionals shall be six and one-half (6 ½) hours. Each Paraprofessional will be entitled to a thirty (30) minute duty free unpaid meal period each day.
- B. The workday for part-time Classroom/Computer Paraprofessional shall be a maximum of six (6) hours; the workday for part-time Recess/Lunchroom Paraprofessional shall be a maximum four (4) hours.
- C. Paraprofessionals may attend faculty meetings upon approval of the Building Administrator.
- D. Paraprofessionals may attend Parent-Teacher conferences, including C.S.E. meetings, if requested, and shall be compensated at their regular rate of pay for said attendance.

XI SALARY NOTICE

Paraprofessionals shall receive a salary notice by the second pay period in September of each year to include the following information:

- A. Step number and base salary;
- B. Longevity credit where applicable; and
- C. Total salary

XII COMPENSATION

- A. Salary Schedules will be increased by adding the following percentage to the 2007-2008 Salary Schedule.

2008 - 2009	3.25%
2009 - 2010	3.25%
2010 - 2011	3.25%
2011 - 2012	3.25%
- B. Effective July 1st of each year, employees shall move one (1) step on the Salary Schedule (Appendix "A").

1. For a returning employee or an employee hired before February 1st, he/she will move to the next higher step on July 1st.
 2. For an employee hired after February 1st, he/she will remain on the step for which he/she was hired and will move to the next higher step on the following July 1st.
- C. Paraprofessionals who work more than forty (40) hours per week shall be compensated at the rate of time and one half (1 ½ x) for all hours over forty (40).
- D. Paraprofessionals who work as Paraprofessionals during July and August shall be compensated at their regular rate of pay (new rate effective July 1). Paraprofessionals who work as Assistant Coordinators during July and August shall be compensated with the following stipend: \$1,100.00.
- E. For sick days, personal days, and holidays (New Year's Day, Martin Luther King Birthday, Memorial Day, Thanksgiving, Christmas and effective July 1, 2009 Veteran's Day, effective July 1, 2010 Columbus Day and effective July 1, 2011 President's Day.) All part-time Paraprofessionals shall be paid at their regular rate of pay for the total number of hours consistently worked each day for that school year.
- F. All Paraprofessionals will be paid in full the hours spent on a field trip starting at the time of arrival at the departure site and continuing until the end of such trip. At no time shall a Paraprofessional be responsible for any fees or admission charges, etc. connected with a field trip. All such fees or charges for admission will be paid for in advance for each Paraprofessional accompanying a group on a field trip.
- G. In the event of a delayed opening or an early dismissal of school, all Paraprofessionals shall continue to receive full pay.
- H. The District shall continue to offer a Section 125 plan of the Internal Revenue Service (IRS) code.
- I. The District shall implement a direct deposit payroll system to the banking institution of the employee's choice.
- J. The District shall continue to offer an IRS code 403-b tax shelter annuity plan.

- K. Effective July 1st of each year, employees who are being paid on Top Step of the Salary Schedule shall receive a top step differential payment equal to one third (1/3) of the amount of the increment between the top two (2) steps.

XIII LONGEVITY SALARY CREDIT

- A. After completion of ten (10) years of service to the District, a Paraprofessional shall receive an additional one thousand dollars (\$1,000.00) as part of his/her salary.
- B. After completion of fifteen (15) years of service to the District, a Paraprofessional shall receive an additional twelve hundred dollars (\$1,200.00) as part of his/her salary.
- C. After completion of twenty (20) years of service to the District, a Paraprofessional shall receive an additional fourteen hundred dollars (\$1,400.00) as part of his/her salary.
- D. After completion of twenty (25) years of service to the District, a Paraprofessional shall receive an additional sixteen hundred dollars (\$1,600.00) as part of his/her salary.
- E. The above referenced longevity amounts are cumulative.
- F. Employees may elect to receive their longevity payment as follows: 100% on June 1, or 50% on December 1 and 50% on June 1, or; divided over 21 ~~pays~~ ^{pays}.

XIV HEALTH INSURANCE

- A. Full-time employees shall be entitled to health insurance provided by the District. For employees hired on or before June 2, 1999, the District shall pay ninety three percent (93%) of the cost of individual or family coverage with the employee responsible for the remaining seven percent (7%). For employees hired after June 2, 1999, the District shall pay eight-eight percent (88%) with the employee responsible for the remaining twelve percent (12%).

Part-time employees shall be permitted to participate in the District's health insurance program, provided the plan administrators agree, with the full cost of the premium paid by the employee.

Full-time employees shall be entitled to dental insurance as provided by the District.

- B. On or before April 1st of each school year, unit members shall inform the District of their desire to opt out of the District's health plan effective July 1st. In return for opting out, the unit member shall receive a payment of \$3,500.00 which shall be payable in two (2) equal installments. The first payment shall be made by October 1st. The second payment shall be made by April 1st. To be entitled to the above-referenced payment, the unit member must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be conditional upon compliance by the unit members with the rules of the rules of the health insurance provider governing re-entry and with the unit members repaying on a prorated basis, one-twelfth (1/12th) of the buyout for each month for twelve (12) months that the employee seeks coverage. Notwithstanding the above, the payment of the buyout shall continue to be sixty percent (60%) of the applicable coverage (individual or family) for those employees who currently receive such amount. For employees hired after July 1, 2009 the health insurance opt out will be a maximum of \$2,000.
- C. For employees hired prior to July 1, 2004, the District shall contribute one hundred percent (100%) of health insurance coverage (individual or family) for those employees who retire with at least ten (10) years of continuous service with the District. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the NYS Employees Retirement System.

For employees hired on or after July 1, 2004, the District will contribute ninety percent (90%) of the health insurance coverage (individual or family) for those employees who retire with at least ten (10) years of continuous service with the District. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the NYS Employees Retirement System.

For employees hired on or after July 1, 2009, the District will contribute eighty percent (80%) of the health insurance coverage (individual or family) for those employees who retire with at least ten (10) years of continuous service with the District. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the NYS Employees Retirement System.

XV**RETIREMENT**

- A. Paraprofessionals shall continue to participate in the New York State Employee Retirement System as provided by law.
- B. Paraprofessionals who retire shall be entitled to payment for all unused sick days and personal days with a maximum accumulation permitted of one hundred eighty (180) days. Paraprofessionals shall notify the administration, in writing, of their intent to retire at least six (6) months in advance, unless prohibited from doing so by an emergency or circumstances beyond the control of the individual. These benefits shall be available only upon compliance with this Agreement and upon official retirement in accordance with the rules and regulations of the New York State Employees Retirement System.

XVI**HOLIDAYS**

Paraprofessionals shall be entitled to the following paid holidays (Thanksgiving, Christmas, New Year's Day, Martin Luther King Birthday, Memorial Day and effective July 1, 2009 Veteran's Day, effective July 1, 2010 Columbus Day and effective July 1, 2011 President's Day.) These employees will receive compensation for these holidays at their daily rate of pay. The District shall have the right to designate additional holidays with notice to the Union.

XVII**PAID LEAVE****A. PERSONAL LEAVE**

Paraprofessionals shall be allowed personal leave for business that cannot be conducted other than during the work day. All requests for personal leave are subject to the approval of the Building Principal shall not exceed three (3) days during the employment year. Annual unused personal leave will revert to the employee's cumulative sick leave total.

B. SICK LEAVE

- 1. First year Paraprofessionals shall be allowed a total of seven (7) days of absence at full pay during the employment year due to personal or family illness or injury. When the employee's second year of employment begins, sick leave shall increase to ten (10) days. Family shall be defined as the spouse, parent or child of the employee. Unused sick leave shall be accumulative to one hundred eighty (180) days.

- 2. Sick Bank Guidelines are attached as "Appendix B."

3. Employees may be required to secure a doctor's certificate for absences which extend beyond the period of three (3) consecutive working days.

C. BEREAVEMENT LEAVE

A maximum of five (5) days leave with pay shall be granted for each death in the Paraprofessional's immediate family. Immediate family shall include spouses, parents, offspring, siblings, grandparents, grandchildren, spouse's parents, sister-in-law, brother-in-law and/or any other person who resides in the household of the Paraprofessional.

D. FAMILY MEDICAL LEAVE

A full-time employee who is not otherwise eligible for benefits under the Family Medical Leave Act shall have the same entitlements extended as specified in the Act.

E. UNION LEAVE

The Unit President shall receive one (1) paid hour per week to conduct legitimate Union Business. Said Officer or her designee shall receive one (1) day paid leave per school year for the purpose of attending Union training, convention, seminars, etc.

F. JURY DUTY LEAVE

Time responding for a summons for jury duty shall be allowed without loss of leave days or salary.

XVIII

UNPAID LEAVE

A. HARDSHIP LEAVE

The Administration may, in its discretion, grant leave for personal health or family hardship for a period of one (1) year, without pay or fringe benefits provided for by the District, provided that such leave may be diminished or extended so that the Paraprofessional shall return to work at the beginning of the following school year.

"Family" shall mean spouse, mother, father, brother, sister or unmarried children who are members of the Paraprofessional's household.

B. CHILD CARE LEAVE

Paraprofessionals shall be granted a leave of absence, without pay or other benefits paid for by the District, for the purpose of caring for their newborn or newly adopted child. The leave shall not exceed two (2) years and shall end at the beginning of a school year. The Paraprofessional must apply for child care leave three (3) months in advance of the commencement date, except in cases where a certified medical condition precludes such notice.

XIX MILEAGE REIMBURSEMENT

Paraprofessionals assigned to more than one school per day shall be reimbursed for all traveling at the prevailing IRS rates.

XX TUITION REIMBURSEMENT

Unit members who wish to take job-related courses at any accredited college may do so under the following conditions:

- A. The District agrees to pay the lesser of the tuition paid or a maximum of the applicable semester undergraduate tuition cost per credit hour for a New York State Resident at SUNY New Paltz, not including fees, per semester per applicant.
- B. Each unit member must have the pre-approval by the Superintendent, or his/her designee, as well as the concurrence as to the job related status of the course in an area of Liberal Arts and Sciences, Human Services, Early Childhood, Adolescent Education, or in an discipline other than one previously listed above from an accredited college or university. It is the District's decision whether the course is directly related to the member's employment within the District. The District's decision is not subject to the grievance procedure.
- C. The District agrees to pay the cost of tuition only.
- D. Tuition will be paid directly to the unit member upon presentation of proof of successful completion of the course with a grade of C or better and a paid receipt from the college. All courses will be taken outside of the unit member's normal working hours.
- E. An unit member who receives tuition reimbursement will not be eligible to receive the Education Degree Stipend.

XXI EDUCATION DEGREE STIPEND

Marlboro Central School District agrees to provide a yearly payment of fifteen hundred dollars (\$1,500) to any unit member who submits an official transcript documenting a job related Associates Degree in one of the following disciplines: Liberal Arts and Sciences, Human Services, Early Childhood, Adolescent Education, or in an discipline other than one previously listed above from an accredited college or university regardless of the date the degree was earned. It is the District's decision whether the degree is directly related to the member's employment within the District. Approval of the discipline for which the degree was conferred is in the sole discretion of the District. The District's decision is not subject to the grievance procedure, **OR**

The Marlboro Central School District agrees to provide a yearly payment of three thousand dollars (\$3,000) to any unit member who submits an official transcript documenting a job related Bachelors Degree in one of the following disciplines: Liberal Arts and Sciences, Human Services, Early Childhood, Adolescent Education, or in an discipline other than those previously listed from an accredited college or university regardless of the date the degree was earned. It is the District's decision whether the degree is directly related to the member's employment within the district. Approval of the discipline for which the degree was conferred is in the sole discretion of the District. The District's decision is not subject to the grievance procedure.

Part-time unit members will receive a prorated payment.

This stipend will not be provided, however, if the unit member has received any benefit through the Tuition Reimbursement provision within this Agreement.

XXII

STAFF DEVELOPMENT AND PROFESSIONAL ADVANCEMENT

- A. The Union and the District acknowledge the value of staff development. Employees will be expected to complete six (6) hours of in-service or staff development each year without compensation, if offered. Paid hours will not be deducted for Superintendent Conference Day hours calculated into annualized salaries (to fulfill the six-hour requirement).
- B. The District, at it's discretion, shall pay the full cost of tuition or fees and other reasonable expenses incurred in connection with any course, workshop, seminar, conference or other such programs which a Paraprofessional may attend. All such job related education programs must be pre-approved by the Superintendent, subject only to final authority of the Board of Education.

XXIII

PARAPROFESSIONAL OBSERVATION

The Paraprofessional observation procedure is attached hereto as Appendix "C".

XXIV

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as an alleged violation of a specific article or section of this Agreement. In the event that a Paraprofessional has a grievance, he/she or the Union may present the grievance using the following procedure.

A Union Representative may be present at each level of the grievance procedure.

Time limits herein may be extended by mutual agreement of the parties.

B. INFORMAL PROCEDURE

Any Paraprofessional who believes he or she has a grievance may discuss it informally with the School Principal involved or his/her designee within fourteen (14) calendar days of the grievant's knowledge of the occurrence of the grievance.

C. FORMAL PROCEDURE

STEP ONE - The aggrieved will present the grievance to the School Principal in writing no later than fourteen (14) calendar days following the grievant's knowledge of the occurrence of the grievance or, if the informal procedure is used first, no later than fourteen (14) calendar days following the informal meeting of the Paraprofessional and the School Principal. The School Principal or his/her designee shall render his decision in writing within fourteen (14) calendar days after the grievance has been received. If no reply is given, the grievance shall be deemed denied.

STEP TWO - If the grievance is not settled in Step One and the aggrieved desires to appeal, the grievance shall be submitted to the Personnel Administrator or his/her designee no later than fourteen (14) calendar days after the receipt of the School Principal's decision. The Personnel Administrator shall make a written response within fourteen (14) calendar days of receipt of the grievance. If no reply is given, the grievance shall be deemed denied.

STEP THREE - If the grievance is not settled in Step Two and the aggrieved desires to appeal, the grievance shall be submitted to the Superintendent or his/her designee no later than fourteen (14) calendar days after receipt of the Personnel Administrator's decision. The Superintendent shall make a written response within fourteen (14) calendar days of receipt of the grievance. If no reply is given, the grievance shall be deemed denied.

STEP FOUR - If the grievance is not resolved at Step Three above, either the District or the Union may refer the matter to the American Arbitration Association (AAA) for appointment of an arbitrator in accordance with the Voluntary Labor Arbitration Rules. No individual shall initiate any arbitration appeal. A party desiring arbitration shall give written notice to AAA with a copy to the other party, no later than fourteen (14) calendar days from the Superintendent's reply. If no reply is given, the grievance shall be deemed denied, and the time to file the demand for arbitration shall commence from the fourteenth (14) calendar day after the filing of the Step Three decision.

The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement provided, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered not only to resolve the dispute, but to determine the issues to be decided. The arbitrator's decision shall be final and binding upon the District, the Union and the Grievant.

Written briefs may be submitted by either party to the arbitrator. All fees and expenses of the arbitrator shall be borne equally by the parties. Each party to the arbitration is responsible for the expenses in presenting and defending its own case.

XXV

MISCELLANEOUS

- A. School Board Minutes - Upon request, the District shall provide the Union with a copy of the unofficial minutes of each School Board Meeting in a timely fashion.
- B. Substitutes - Any Paraprofessional who substitutes for a teacher, secretary, or any other higher paid employee shall receive the per diem substitute rate or his/her own rate of pay, whichever is greater.
- C. Gender - Any reference herein to the masculine or feminine gender shall be read to include the opposite gender as well.
- D. Hepatitis "B" Vaccination - Refer to Administration Procedure Manual.

XXVI

NEGOTIATION PROCEDURES

- A. Negotiations between the District and the Union for a successor agreement shall commence within thirty (30) days ^{of} notice to begin said negotiations.
- B. Meeting will be convened for the purpose of reaching mutual understanding and agreement.
- C. Either party shall have the right to caucus during the meetings.
- D. Final draft of the Agreement reached by the Superintendent or his designee and the Union shall be exchanged by both parties before ratification and reproduction of said Agreement is undertaken.

XXVII

ADMINISTERING FIRST AID TREATMENT TO STUDENTS

All employees covered by this Agreement shall not be responsible for administering treatment beyond basic first aid in the absence of a school nurse.

XXVIII**LABOR/MANAGEMENT COMMITTEE**

The parties hereto agree to form a labor management committee to identify and resolve issues of common interest. The Committee may consist of, but is not limited to, four (4) employer representatives and four (4) union representatives. Such Committee shall meet quarterly in the months of February, May, August and November of the year. Prior to such meetings, the parties shall exchange proposed agendas, if applicable. Time spent by union representatives at the Labor Management Meeting shall not be compensable, unless agreed by the parties. The parties agree to continue to discuss the following unresolved issues: trainer/monitor and Sick Leave Bank maximum benefit (cap).

XXIX**INTERVIEW COMMITTEE**


The Unit President or her designee shall be included on a designated Interview Committee for the purpose of interviewing potential candidates for an open bargaining unit position.

XXX**DURATION OF AGREEMENT AND REOPENING**

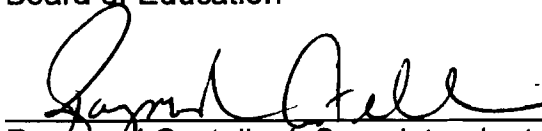
This Agreement is for a term of four (4) years commencing July 1, 2008 and continuing in full force and effect until June 30, 2012 or until a new Agreement is negotiated; provided, however, the parties thereto agree that either party may, on or after January 1, 2012, serve notice in writing upon the other party of its desire to begin negotiations for a successor Agreement. In such event the parties and/or their representatives shall commence negotiations within thirty (30) days. The Union agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not be reopened on any item, whether contained in this agreement or not, during the life of this Agreement. Any District policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.

IN WITNESS WHEREOF, the parties set their hands and seals in agreement on the date set forth above.

MARLBORO CENTRAL
SCHOOL DISTRICT



Stephen Adamschick, President
Board of Education

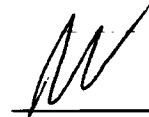


Raymond Castellani, Superintendent

8/24/09

Date

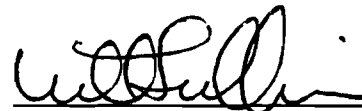
UNITED PUBLIC SERVICE
EMPLOYEES UNION



Kevin E. Boyle, Jr., President



Gary M. Hickey, Executive Vice
President/Regional Director

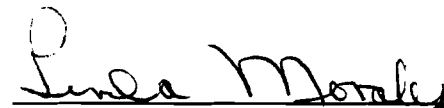


William Sullivan, Labor Relations
Representative

NEGOTIATING COMMITTEE:



Lynn Martinez, Unit President



Linda Morales



Barbara Carafano

1-27-09

Date

APPENDIX "A" SALARY SCHEDULES

LUNCHROOM/RECESS PARAPROFESSIONAL				
STEP	2008/2009	2009/2010	2010/2011	2011/2012
1	\$9.74	\$10.05	\$10.38	\$10.72
2	\$10.17	\$10.50	\$10.84	\$11.19
3	\$11.19	\$11.56	\$11.93	\$12.32
4	\$11.58	\$11.96	\$12.35	\$12.75
5	\$11.88	\$12.27	\$12.67	\$13.08
6	\$12.24	\$12.63	\$13.04	\$13.47
7	\$12.61	\$13.02	\$13.44	\$13.88
8	\$12.99	\$13.41	\$13.85	\$14.30
9	\$13.38	\$13.82	\$14.27	\$14.73
10	\$13.78	\$14.23	\$14.69	\$15.17
Top Step Differential	\$0.13	\$0.14	\$0.14	\$0.15
CLASSROOM/COMPUTER PARAPROFESSIONAL				
STEP	2008/2009	2009/2010	2010/2011	2011/2012
1	\$11.30	\$11.66	\$12.04	\$12.43
2	\$11.71	\$12.09	\$12.48	\$12.89
3	\$13.17	\$13.60	\$14.05	\$14.50
4	\$13.36	\$13.79	\$14.24	\$14.71
5	\$13.72	\$14.17	\$14.63	\$15.10
6	\$14.13	\$14.59	\$15.07	\$15.56
7	\$14.57	\$15.04	\$15.53	\$16.04
8	\$14.99	\$15.48	\$15.98	\$16.50
9	\$15.46	\$15.96	\$16.48	\$17.01
10	\$15.91	\$16.43	\$16.96	\$17.51
Top Step Differential	\$0.15	\$0.16	\$0.16	\$0.17

ONE-ON-ONE PARAPROFESSIONAL				
STEP	2008/2009	2009/2010	2010/2011	2011/2012
1	\$13.36	\$13.79	\$14.24	\$14.71
2	\$13.77	\$14.22	\$14.68	\$15.16
3	\$15.24	\$15.74	\$16.25	\$16.77
4	\$15.43	\$15.93	\$16.44	\$16.98
5	\$15.79	\$16.30	\$16.83	\$17.38
6	\$16.20	\$16.73	\$17.27	\$17.83
7	\$16.63	\$17.17	\$17.73	\$18.31
8	\$17.06	\$17.61	\$18.18	\$18.77
9	\$17.52	\$18.09	\$18.68	\$19.29
10	\$17.98	\$18.56	\$19.16	\$19.79
Top Step Differential	\$0.15	\$0.16	\$0.16	\$0.17

APPENDIX "B" - SICK LEAVE BANK GUIDELINES

Enrollment Procedures

1. There will be an enrollment period by September 30 at the beginning of each school year for those persons who are not presently enrolled and a thirty (30) day enrollment period at the time of hire for new employees.
2. Waiver forms will be issued by the office of central administration to all potential sick leave bank members, including all non-members and all new eligible employees of the District, within the first two (2) weeks of the school year.
3. The waiver form must be returned to the office of central administration on or before the thirty (30) day enrollment period has expired.
4. The office of central administration will tabulate the waiver form responses and establish a sick leave bank book which must contain the following:
 - a. A list of persons eligible to apply for sick bank leave.
 - b. The total number of days waived by the Paraprofessional Unit.
 - c. The total number of matching days contributed by the District.
 - d. An up to date balance of total available sick days in the bank.
 - e. A record of the granting of any sick days from the bank.
5. If the sick bank is reduced to less than twenty percent (20%) of the initial contribution by its members, a deduction of one (1) sick day from the accumulated sick leave of participating members shall be donated to the bank. This will take place at the commencement of the immediate following school year or sooner if determined necessary by the sick bank committee.
6. If necessary to deduct a sick day and if the member does not have any accumulated sick leave, the executive officer will give approval to convert a personal day to a sick day so that the member may continue to participate. If the member does not have any personal days left, the employee has the option to buy a sick day in order to remain in the bank. This amount will be equal to a day's pay calculated by hours. If employee does not comply, then they are no longer an eligible member of the sick bank.

Conditions Necessary to Make Application to the Sick Leave Bank

1. An eligible person is defined as anyone who has completed one (1) calendar year of service to the District.
2. Any eligible person actively employed by the District who has waived one (1) of his/her sick days to the sick leave bank.
3. Any eligible employee who has depleted his/her accumulated sick leave and all other allowable leave credits.
4. An eligible employee must have suffered a catastrophic illness or injury. There must be the reasonable expectation that this employee will resume his/her duties for at least one (1) calendar year upon his/her return to work in order to qualify for sick bank.

Claim Procedure

1. The claimant shall make a written request to the Superintendent of Schools indicating the number of anticipated sick days needed. This request shall be accompanied by a doctor's certificate which must include the following;
 - a. Diagnosis and nature of disability/illness
 - b. Approximate duration of disability/illness
 - c. Anticipated date of return to work
 - d. Method of treatment

While the request and supporting documentation is submitted to the Superintendent of Schools, it is being done for the sole purpose of his/her distributing it to the committee. The Superintendent will not render a decision on the validity of the claim.

2. The Superintendent of Schools must expediently notify the Paraprofessional Unit President and also the two (2) administrators serving as members of the sick bank committee that a claim has been made. The Unit President of the Association has the same obligation of notifying the two (2) persons serving as members of the sick bank committee of the pending claim.
3. The sick bank committee, composed of two (2) administrators and two (2) sick bank members of the Paraprofessional Unit, is obliged to meet for the purpose of discussing the claim within five (5) school days.
4. For a request to be granted, it is necessary to have a majority vote of the committee.
5. After due consideration of the claim and a decision being reached, the committee will report that decision to the Superintendent of Schools.
6. The Superintendent shall then notify the Unit President and the claimant of the committee's decision.
7. If the claim is approved, the Superintendent shall then issue notification to the office of central administration to execute the granting of the specified number of sick days in accordance with the sick bank committee decision.
8. Each claim will be reviewed by the sick bank committee after the granting of a maximum of ten (10) days. At this time the committee may request further medical certification. After review, the sick bank committee will render a decision of continuance or terminance of the claim. The maximum benefit any employee may derive from the sick bank is twenty (20) days per illness or injury, and (20) days per school year, with a maximum lifetime benefit of no more than sixty (60) days.
9. Procedures of the sick bank shall be reviewed by the sick bank committee upon request of the District or the Union.

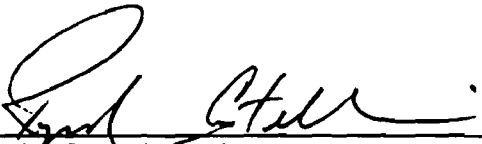
MEMORANDUM OF AGREEMENT

between the
DISTRICT SUPERINTENDENT
of the
MARLBORO CENTRAL SCHOOL DISTRICT
and the
MARLBORO ADMINISTRATORS ASSOCIATION
and the
MARLBORO TEACHERS ASSOCIATION
and the
UNITED PUBLIC SERVICE EMPLOYEES UNION

The parties herein agree that the following position shall be placed within the United Public Service Employees Union (UPSEU) Paraprofessional Unit due to the similarity of such position with said unit:

Teaching Assistant

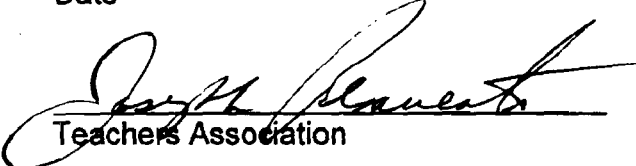
The placement of this position in UPSEU shall be effective upon signature of all parties to this agreement.



District Superintendent

8/7/09


Date



Teachers Association

8/6/09

Date



UPSEU

8-25-09

Date



Administrators Association

8/10/09

Date